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2
3 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
4 REGION 9
5 AND THE
6 ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
7 AND THE
8 ARIZONA DEPARTMENT OF WATER RESOURCES
9 AND THE
10 UNITED STATES AIR FORCE

11 IN THE MATTER OF:

12 The United States
13 Department of the
14 Air Force

15 Williams Air Force Base

Federal Facility
Agreement Under
CERCLA Section 120

Administrative
Docket Number:

90-28

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3 Based on the information available to the Parties on the
4 effective date of this FEDERAL FACILITY AGREEMENT (Agreement),
5 and without trial or adjudication of any issues of fact or
6 law, the Parties agree as follows:

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8 1. JURISDICTION

9 1.1 Each Party is entering into this Agreement pursuant to
10 the following authorities:

11 (a) The United States Environmental Protection Agency
12 (EPA), enters into those portions of this Agreement that relate
13 to the remedial investigation/feasibility study (RI/FS) pursuant
14 to section 120(e)(1) of the Comprehensive Environmental Response,
15 Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(e)(1),
16 as amended by the Superfund Amendments and Reauthorization Act of
17 1986 (SARA), Pub. L. 99-499 (hereinafter jointly referred to as
18 CERCLA), and the Resource Conservation and Recovery Act (RCRA)
19 sections 6001, 3008(h), 3004(u) and (v), and 7003, 42 U.S.C. §§
20 6961, 6928(h), 6924(u) and (v), and 6793 as amended by the Haz-
21 ardous and Solid Waste Amendments of 1984 (HSWA) (hereinafter
22 jointly referred to as RCRA), the Clean Water Act, 33 U.S.C. §§
23 1251 et seq., and Executive Order 12580;

24 (b) EPA enters into those portions of this Agreement
25 that relate to remedial actions pursuant to CERCLA section
26 120(e)(2), 42 U.S.C. § 9620(e)(2), RCRA sections 6001, 3008(h),
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1 3004(u) and (v), and 7003, 42 U.S.C. §§ 6961, 6928(h), 6924(u)
2 and (v), and 6793, the Clean Water Act, 33 U.S.C. §§ 1251 et
3 seq., and Executive Order 12580;

4 (c) The United States Air Force (Air Force) enters
5 into those portions of this Agreement that relate to the RI/FS
6 pursuant to CERCLA section 120(e)(1), 42 U.S.C. § 9620(e)(1),
7 RCRA sections 6001, 3008(h) and 3004(u) & (v), 42 U.S.C. §§ 6961,
8 6928(h), 6924(u) & (v), the Clean Water Act, 33 U.S.C. §§ 1251 et
9 seq., Executive Order 12580, the National Environmental Policy
10 Act, 42 U.S.C. § 4321, and the Defense Environmental Restoration
11 program (DERP), 10 U.S.C. §§ 2701 et. seq.;

12 (d) The Air Force enters into those portions of this
13 Agreement that relate to remedial actions pursuant to CERCLA sec-
14 tion 120(e)(2), 42 U.S.C. § 9620(e)(2), RCRA sections 6001,
15 3008(h), and 3004(u) & (v), 42 U.S.C. §§ 6961, 6928(h), 6924(u)
16 & (v), the Clean Water Act, 33 U.S.C. §§ 1251 et seq., Executive
17 Order 12580 and the DERP; and

18 (e) The Department of Environmental Quality (DEQ) and
19 the Department of Water Resources (DWR) enter into this agree-
20 ment pursuant to CERCLA sections 120(f) and 121, 42 U.S.C. §§
21 9620(f) and 9621, and the Arizona Revised Statutes sections 49-
22 202, paragraphs A and B, and 45-105.

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2 **2. PARTIES**

3 2.1 The Parties to this Agreement are EPA, the Air Force,
4 DEQ and DWR, as agencies of the State of Arizona. The terms of
5 the Agreement shall apply to and be binding upon EPA, DEQ, DWR
6 and the Air Force.

7 2.2 This Agreement shall be enforceable against all of the
8 Parties to this Agreement. This Section shall not be construed
9 as an agreement to indemnify any person. The Air Force shall
10 notify its agents, members, employees, response action contrac-
11 tors for the Site, and all subsequent owners, operators, and
12 lessees of the Site, of the existence of this Agreement.

13 2.3 Each Party shall be responsible for ensuring that its
14 contractors comply with the terms and conditions of this Agree-
15 ment. Failure of a Party to provide proper direction to its con-
16 tractors and any resultant noncompliance with this Agreement by a
17 contractor shall not be considered a Force Majeure event or other
18 good cause for extensions under Section 9 (Extensions), unless
19 the Parties so agree or unless established pursuant to Section 12
20 (Dispute Resolution). The Air Force will notify EPA, DEQ and DWR
21 of the identity and assigned tasks of each of its contractors
22 performing work under this Agreement upon their selection.

23 2.4 DEQ and DWR, as agencies of the State of Arizona, shall
24 speak with one voice between them in all decisions of the Parties
25 which may be taken to dispute resolution under this Agreement,
26 including but not limited to decisions under sections 7.8, 7.10,

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1 8, 9, 11.2, 30, and 36. It shall be the responsibility of the
2 State agencies to determine who shall present the one position on
3 behalf of the State.
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5 3. DEFINITIONS

6 3.1 Except as noted below or otherwise explicitly stated,
7 the definitions provided in CERCLA, CERCLA case law, and the NCP
8 shall control the meaning of terms used in this Agreement.

9 (a) "Agreement" shall refer to this document and shall
10 include all Appendices to this document to the extent they are
11 consistent with the original Agreement as executed or modified.
12 All such Appendices shall be made an integral and enforceable
13 part of this document. Copies of Appendices shall be available
14 as part of the administrative record, as provided in Subsection
15 26.3.

16 (b) "The Air Force" shall mean the United States Air
17 Force, its employees, members, agents, and authorized representa-
18 tives. "The Air Force" shall also include the Department of
19 Defense (DOD), to the extent necessary to effectuate the terms of
20 this Agreement, including, but not limited to, appropriations and
21 Congressional reporting requirements.

22 (c) "ARARs" shall mean federal and State of Arizona
23 applicable or relevant and appropriate requirements, standards,
24 criteria, or limitations, identified pursuant to section 121 of
25 CERCLA. ARARs shall apply in the same manner and to the same ex-
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1 tent that such are applied to any non-governmental entity,
2 facility, unit, or site, as defined in CERCLA and the NCP. See
3 CERCLA section 120(a)(1), 42 U.S.C. § 9620(a)(1).

4 (d) "CERCLA" shall mean the Comprehensive Environmen-
5 tal Response, Compensation and Liability Act, Public Law 96-510,
6 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amend-
7 ments and Reauthorization Act of 1986, Public Law 99-499, and any
8 subsequent amendments.

9 (e) "Days" shall mean calendar days, unless business
10 days are specified. Any submittal that under the terms of this
11 Agreement would be due on Saturday, Sunday, or holiday shall be
12 due on the following business day.

13 (f) "DEQ" shall mean the Arizona Department of En-
14 vironmental Quality, its successors and assigns, and its duly
15 authorized representatives.

16 (g) "DWR" shall mean the Arizona Department of Water
17 Resources, its successors and assigns, and its duly authorized
18 representatives.

19 (h) "EPA" shall mean the United States Environmental
20 Protection Agency, its employees and authorized representatives.

21 (i) "Federal Facility" shall mean Williams Air Force
22 Base (Williams AFB) and any real property subject to the juris-
23 diction of the Commander, 82 Air Base Group.

24 (j) "Feasibility Study" or "FS" means a study con-
25 ducted pursuant to CERCLA and the NCP which fully develops,
26 screens and evaluates in detail remedial action alternatives to
27 prevent, mitigate, or abate the migration or the release of haz-

1 ardous substances, pollutants, or contaminants at and from the
2 Site. The Air Force shall conduct and prepare the FS in a manner
3 to support the intent and objectives of Section 17 (Statutory
4 Compliance/RCRA-CERCLA Integration).

5 (k) "Meeting," in regard to Project Managers, shall
6 mean an in-person discussion at a single location or a conference
7 telephone call of all Project Managers. A conference call will
8 suffice for an in-person meeting at the concurrence of the
9 Project Managers.

10 (l) "Natural Resources Trustee(s)" or "Federal or
11 State Natural Resources Trustee(s)" shall have the same meaning
12 and authority as provided in CERCLA and the NCP.

13 (m) "Natural Resource Trustee(s) Notification and
14 Coordination" shall have the same meaning as provided in CERCLA
15 and the NCP.

16 (n) "National Contingency Plan" or "NCP" shall refer
17 to the regulations contained in 40 CFR 300.1, et seq. and any
18 subsequent amendments.

19 (o) "Operable Unit" shall have the same meaning as
20 provided in the NCP.

21 (p) "Operation and maintenance" shall mean activities
22 required to maintain the effectiveness of response actions.

23 (q) "On-Scene-Coordinator" or "OSC" shall have the
24 same meaning and authority as provided in the NCP.

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(r) "RCRA" or "RCRA/HSWA" shall mean the Resource Conservation and Recovery Act of 1976, Public Law 94-580, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616, and any subsequent amendments.

(s) "Remedial Design" or "RD" shall have the same meaning as provide in the NCP.

(t) "Remedial Investigation" or "RI" means that investigation conducted pursuant to CERCLA and the NCP, as supplemented by the substantive provisions of the EPA RCRA Facilities Assessment (RFA) guidance or other RFA as negotiated with and agreed to by the EPA Remedial Project Manager. The RI serves as a mechanism for collecting data for Site and waste characterization and conducting treatability studies as necessary to evaluate performance and cost of the treatment technologies. The data gathered during the RI will also be used to conduct a baseline risk assessment, perform a feasibility study, and support design of a selected remedy. The Air Force shall conduct and prepare the RI in a manner to support the intent and objectives of Section 17 (Statutory Compliance/RCRA-CERCLA Integration).

(u) "Remedy" or "Remedial Action" or "RA" shall have the same meaning as provided in section 101(24) of CERCLA, 42 U.S.C. § 9601(24), and the NCP, and may consist of Operable Units.

(v) "Remove" or "Removal" shall have the same meaning as provided in section 101(23) of CERCLA, 42 U.S.C. § 9601(23), and the NCP.

(w) "Remedial Project Manager" or "RPM" shall have the same meaning and authority provided in Section 18 below.

(x) "Site" shall include the "federal facility" of Williams AFB as defined above and the "facility" as defined in CERCLA, and any area off the Federal Facility to or under which a release of hazardous substances has migrated, or threatens to migrate, from a source on or at Williams AFB. For the purposes of obtaining permits, the terms "on-site" and "off-site" shall have the same meaning as provided in the NCP.

(y) "State" shall mean both DEQ and DWR unless otherwise specified.

(z) "State of Arizona" shall mean the Arizona state government in its entirety unless otherwise specified.

4. PURPOSES

4.1 The general purposes of this Agreement are to:

(a) Ensure that the environmental impacts associated with past and present activities at the Site are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare and the environment;

(b) Establish a procedural framework and schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with CERCLA, the NCP, Superfund guidance and policy, RCRA, RCRA guidance and policy, and applicable State of Arizona law; and

(c) Facilitate cooperation, exchange of information and participation of the Parties in such action; and

1 (d) Ensure the adequate assessment of potential injury
2 to natural resources, the prompt notification, cooperation and
3 coordination with the Federal and State Natural Resources
4 Trustees necessary to guarantee the implementation of response
5 actions achieving appropriate cleanup levels.

6 4.2 Specifically, the purposes of this Agreement are to:

7 (a) Identify operable units (OUs) that are appropriate
8 at the Site prior to the implementation of final remedial
9 action(s) for the Site. OUs shall be identified, proposed to the
10 Parties and implemented as early as possible.

11 (b) Establish requirements for the performance of a
12 Remedial Investigation ("RI") to determine fully the nature and
13 extent of the threat to the public health or welfare or the en-
14 vironment caused by the release and threatened release of hazard-
15 ous substances, pollutants, or contaminants at the Site and to
16 establish requirements for the performance of a Feasibility Study
17 ("FS") for the Site to identify, evaluate, and select alterna-
18 tives for the appropriate remedial action(s) to prevent,
19 mitigate, or abate the release or threatened release of hazardous
20 substances, pollutants, or contaminants at the Site in accordance
21 with CERCLA and applicable State of Arizona law;

22 (c) Identify the nature, objective, and schedule of
23 response actions to be taken at the Site. Response actions at
24 the Site shall attain that degree of cleanup of hazardous sub-
25 stances, pollutants or contaminants mandated by CERCLA and ap-
26 plicable State of Arizona law;

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1 (d) Implement the selected remedial actions(s) in ac-
2 cordance with CERCLA and applicable State of Arizona law;

3 (e) Assure compliance, through this Agreement, with
4 RCRA and other federal and State of Arizona hazardous waste laws
5 and regulations for matters covered herein;

6 (f) Coordinate response actions at the Site with the
7 mission and support activities at Williams AFB;

8 (g) Expedite the cleanup process to protect human
9 health and the environment;

10 (h) Provide for State involvement in the initiation,
11 development, selection and enforcement of remedial actions to be
12 undertaken at Williams AFB, including the review of all ap-
13 plicable data as it becomes available and the development of
14 studies, reports, and action plans; and to identify and integrate
15 State of Arizona ARARs into the remedial action process; and to

16 (i) Provide for operation and maintenance of any
17 remedial action selected and implemented pursuant to this Agree-
18 ment.

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20 5. DETERMINATIONS

21 5.1 This Agreement is based upon the placement of Williams
22 AFB, Maricopa County, Arizona, on the National Priorities List by
23 the Environmental Protection Agency on November 21, 1989 Federal
24 Register at page 48184.

25 5.2 Williams AFB is a facility under the jurisdiction, cus-
26 tody, or control of the Department of Defense within the meaning
27 of Executive Order 12580, 52 Federal Register 2923, 29 January

1 1987. The Department of the Air Force is authorized to act on
2 behalf of the Secretary of Defense for all functions delegated by
3 the President through E.O. 12580 which are relevant to this
4 Agreement.

5 5.3 Williams AFB is a federal facility under the jurisdic-
6 tion of the Secretary of Defense within the meaning of CERCLA
7 section 120, 42 U.S.C. § 9620, and Superfund Amendments and
8 Reauthorization Act of 1986 (SARA) section 211, 10 U.S.C. § 2701
9 et seq., and is subject to the Defense Environmental Restoration
10 Program (DERP).

11 5.4 The Air Force is the authorized delegate of the Presi-
12 dent under E.O. 12580 for receipt of notification by the State of
13 its ARARs as required by CERCLA section 121(d)(2)(A)(ii), 42
14 U.S.C. § 9621(d)(2)(A)(ii).

15 5.5 The authority of the Air Force to exercise the
16 delegated removal authority of the President pursuant to CERCLA
17 section 104, 42 U.S.C. § 9604 is not altered by this Agreement.

18 5.6 The actions to be taken pursuant to this Agreement are
19 reasonable and necessary to protect the public health, welfare,
20 or the environment.

21 5.7 There are areas within the boundaries of the federal
22 facility where hazardous substances have been deposited, stored,
23 placed, or otherwise come to be located in accordance with 42
24 U.S.C. § 9601(9) and (14).

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1 5.8 There have been releases of hazardous substances, pol-
2 lutants or contaminants at or from the federal facility into the
3 environment within the meaning of 42 U.S.C. §§ 9601(22), 9604,
4 9606, and 9607.

5 5.9 With respect to these releases, the Air Force is an
6 owner/ operator and/or generator subject to the provisions of 42
7 U.S.C. § 9607 and within the meaning of Arizona Revised Statutes
8 section 49-283.

9 5.10 Included as Attachment A-2 to this Agreement is a map
10 showing source(s) of suspected contamination and the areal extent
11 of known contamination, based on information available at the
12 time of the signing of this Agreement.

13

14 6. WORK TO BE PERFORMED

15 6.1 The Parties agree to perform all tasks, obligations and
16 responsibilities undertaken pursuant to this Agreement in accor-
17 dance with CERCLA and CERCLA guidance and policy; the NCP; per-
18 tinent provisions of RCRA and RCRA guidance and policy; Executive
19 Order 12580; applicable State of Arizona laws and regulations;
20 and all terms and conditions of this Agreement including docu-
21 ments prepared and incorporated in accordance with Section 7
22 (Consultation).

23 6.2 The Air Force agrees to undertake, seek adequate fund-
24 ing for, fully implement and report on the following tasks, with
25 participation of the Parties as set forth in this Agreement:

26 (a) Remedial Investigations of the Site;

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- 1 (b) Federal and State Natural Resource Trustee
2 Notification and Coordination for the Site;
3 (c) Feasibility Studies for the Site;
4 (d) All response actions, including Operable Units,
5 for the Site;
6 (e) Operation and maintenance of response actions at
7 the Site.

8 6.3 The Parties agree to:

- 9 (a) Make their best efforts to expedite the initiation
10 of response actions for the Site, particularly for Operable
11 Units;

- 12 (b) Carry out all activities under this Agreement so
13 as to protect the public health, welfare and the environment.

- 14 6.4 Upon request, EPA, DEQ and DWR agree to provide any
15 Party with guidance or reasonable assistance in obtaining
16 guidance relevant to the implementation of this Agreement.

17

18 7. CONSULTATION: Review and Comment Process for Draft and Final
19 Documents

- 20 7.1 Applicability: The provisions of this Section estab-
21 lish the procedures that shall be used by the Parties to provide
22 each other with appropriate technical support, notice, review,
23 comment, and response to comments regarding RI/FS and RD/RA docu-
24 ments, specified herein as either primary or secondary documents.
25 In accordance with CERCLA section 120, 42 U.S.C. § 9620, and 10
26 U.S.C. § 2705, the Air Force will normally be responsible for is-
27 suing primary and secondary documents to EPA, DEQ and DWR. As of

1 the effective date of this Agreement, all draft, draft final and
2 final primary and secondary documents identified herein shall be
3 prepared, distributed and subject to dispute in accordance with
4 subsections 7.2 through 7.10 below. The designation of a document
5 as "draft" or "final" is solely for purposes of consultation with
6 EPA, DEQ and DWR in accordance with this Section. Such designa-
7 tion does not affect the obligation of the Parties to issue docu-
8 ments, which may be referred to herein as "final", to the public
9 for review and comment as appropriate and as required by law.

10 7.2 General Process for RI/FS and RD/RA documents:

11 (a) Primary documents include those reports that are
12 major, discrete, portions of RI/FS and/or RD/RA activities.
13 Primary documents are initially issued by the Air Force in draft
14 subject to review and comment by EPA, DEQ and DWR. Following
15 receipt of comments on a particular draft primary document, the
16 Air Force will respond to the comments received and issue a draft
17 final primary document subject to dispute resolution. The draft
18 final primary document will become the final primary document .
19 either thirty (30) days after the issuance of a draft final docu-
20 ment if dispute resolution is not invoked or as modified by deci-
21 sion of the dispute resolution process.

22 (b) Secondary documents include those reports that are
23 discrete portions of the primary documents and are typically in-
24 put or feeder documents. Secondary documents are issued by the
25 Air Force in draft subject to review and comment by EPA, DEQ and
26 DWR. Although the Air Force will respond to comments received,
27 the draft secondary documents may be finalized in the context of

1 the corresponding primary documents. A secondary document may be
2 disputed at the time the corresponding draft final primary docu-
3 ment is issued.

4 7.3 Primary Documents:

5 (a) The Air Force shall complete and transmit drafts
6 of the primary documents identified in Appendix A, Section I,
7 hereto for each operable unit and for the final remedy to EPA,
8 DEQ and DWR for review and comment in accordance with the provi-
9 sions of this Section.

10 (b) Only draft final primary documents shall be sub-
11 ject to dispute resolution. The Air Force shall complete and
12 transmit draft primary documents in accordance with the timetable
13 and deadlines established in Section 8 (Deadlines) of this Agree-
14 ment.

15 (c) Primary documents may include target dates for
16 subtasks established as provided in subsections 7.4(b) and 18.3.
17 The purpose of target dates is to assist the Air Force in meeting
18 deadlines, but target dates do not become enforceable by their
19 inclusion in the primary documents and are not subject to Section
20 8 (Deadlines), Section 9 (Extensions) or Section 13
21 (Enforceability).

22 7.4 Secondary Documents:

23 (a) The Air Force shall complete and transmit drafts
24 of the secondary documents identified in Appendix A, Section II,
25 hereto for each operable unit and for the final remedy to EPA,
26 DEQ and DWR for review and comment.

27

1 (b) Although EPA, DEQ and DWR may comment on the
2 drafts for the secondary documents identified above, such docu-
3 ments shall not be subject to dispute resolution except as
4 provided by Subsection 7.2 hereof. Target dates for the comple-
5 tion and transmission of draft secondary documents may be estab-
6 lished by the Project Managers. The Project Managers also may
7 agree upon additional secondary documents that are within the
8 scope of the listed primary documents.

9 7.5 Meetings of the Project Managers. (See also Subsection
10 18.3). The Project Managers shall meet in person approximately
11 every ninety (90) days, except as otherwise agreed by the
12 Parties, to review and discuss the progress of work being per-
13 formed at the Site, including progress on the primary and secon-
14 dary documents. However, progress meetings may be held more
15 frequently as needed upon request by any Project Manager. Prior
16 to preparing any draft document specified in subsections 7.3 and
17 7.4 above, the Project Managers shall meet in an effort to reach
18 a common understanding with respect to the contents of the draft
19 document.

20 7.6 Identification and Determination of Potential ARARs:

21 (a) For those primary documents or secondary documents
22 for which ARAR determinations are appropriate, prior to the is-
23 suance of a draft document, the Project Managers shall meet to
24 identify and propose all potential ARARs pertinent to the docu-
25 ment being addressed, including any requirements pertaining to
26 licenses and permits which may be a source of ARARs. At that
27 time, DEQ shall identify potential State of Arizona ARARs, except

1 for those arising out of Arizona Revised Statute Title 45, which
2 shall be identified by DWR. DEQ and DWR shall identify these
3 ARARs as required by CERCLA section 121(d)(2)(A)(ii), 42 U.S.C. §
4 9621(d)(2)(A)(ii), which are pertinent to those activities for
5 which it is responsible and the document being addressed. Draft
6 ARAR determinations shall be prepared by the Air Force in accor-
7 dance with CERCLA section 121(d)(2), 42 U.S.C. § 9621(d)(2), the
8 NCP and pertinent guidance issued by EPA.

9 (b) DEQ will contact those State of Arizona and local
10 governmental agencies, except DWR, which are a source of poten-
11 tial ARARs. The proposed ARARs obtained from the identified
12 agencies will be submitted to the Air Force, along with a list of
13 those agencies who failed to respond to DEQ's solicitation of
14 proposed ARARs. DEQ will contact those agencies who failed to
15 respond and again solicit these inputs.

16 (c) In identifying potential ARARs, the Parties recog-
17 nize that actual ARARs can be identified only on a site-specific
18 basis and that ARARs depend on the specific hazardous substances,
19 pollutants and contaminants at a site, the particular actions as-
20 sociated with a proposed remedy and the characteristics of a
21 site. The Parties recognize that ARAR identification is neces-
22 sarily an iterative process and that potential ARARs must be
23 identified and discussed among the Parties as early as possible,
24 and must be re-examined throughout the RI/FS process until a ROD
25 is issued.

26 7.7 Review and Comment on Draft Documents:
27

1 (a) The Air Force shall complete and transmit each
2 draft primary document to EPA, DEQ and DWR on or before the cor-
3 responding deadline established for the issuance of the document.
4 The Air Force shall complete and transmit the draft secondary
5 documents in accordance with the target dates established for the
6 issuance of such documents.

7 (b) Unless the Parties mutually agree to another time
8 period, all draft documents shall be subject to a sixty (60) day
9 period for review and comment. Review of any document by the
10 EPA, DEQ and DWR may concern all aspects of it (including com-
11 pleteness) and should include, but is not limited to, technical
12 evaluation of any aspect to the document, and consistency with
13 CERCLA, the NCP, applicable State of Arizona law, and any per-
14 tinent guidance or policy issued by the EPA, DEQ or DWR. At the
15 request of any Project Manager, and to expedite the review
16 process, the Air Force shall make an oral presentation of the
17 document to the Parties at the next scheduled meeting of the
18 Project Managers following transmittal of the draft document or
19 within fourteen (14) days following the request, whichever is
20 sooner. Comments by the EPA, DEQ and DWR shall be provided with
21 adequate specificity so that the Air Force may respond to the
22 comment and, if appropriate, make changes to the draft document.
23 Comments shall refer to any pertinent sources of authority or
24 references upon which the comments are based and, upon request of
25 the Air Force, the EPA, DEQ or DWR, as appropriate, shall provide
26 a copy of the cited authority or reference. EPA, DEQ or DWR may
27 extend the sixty (60) day comment period for an additional thirty

1 (30) days by written notice to the Air Force prior to the end of
2 the sixty (60) day period. On or before the close of the comment
3 period, EPA, DEQ and DWR shall transmit their written comments to
4 the Air Force. In appropriate circumstances, this time period
5 may be further extended in accordance with Section 9
6 (Extensions).

7 (c) Representatives of the Air Force shall make them-
8 selves readily available to EPA, DEQ and DWR during the comment
9 period for purposes of informally responding to questions and
10 comments on draft documents. Oral comments made during such dis-
11 cussions need not be the subject of a written response by the Air
12 Force on the close of the comment period.

13 (d) In commenting on a draft document which contains a
14 proposed ARAR determination, EPA, DEQ or DWR shall include a
15 reasoned statement of whether it objects to any portion of the
16 proposed ARAR determination. To the extent that EPA, DEQ or DWR
17 does object, it shall explain the basis for its objection in
18 detail and shall identify any ARARs which it believes were not
19 properly addressed in the proposed ARAR determination.

20 (e) Following the close of the comment period for a
21 draft document, the Air Force shall give full consideration to
22 all written comments. Within fifteen (15) days following the
23 close of the comment period on a draft secondary document or
24 draft primary document the Parties shall hold a meeting to dis-
25 cuss all comments received. On a draft secondary document the
26 Air Force shall, within sixty (60) days of the close of the com-
27 ment period, transmit to the EPA, DEQ and DWR its written

1 response to the comments received. On a draft primary document
2 the Air Force shall, within sixty (60) days of the close of the
3 comment period, transmit to EPA, DEQ and DWR a draft final
4 primary document, which shall include the Air Force's response to
5 all written comments received within the comment period. While
6 the resulting draft final document shall be the responsibility of
7 the Air Force, it shall be the product of consensus to the maxi-
8 mum extent possible.

9 (f) The Air Force may extend the sixty (60) day period
10 for either responding to comments on a draft document or for is-
11 suing the draft final primary document for an additional thirty
12 (30) days by providing written notice to EPA, DEQ and DWR. In
13 appropriate circumstances, this time period may be further ex-
14 tended in accordance with Section 9 (Extensions).

15 7.8 Availability of Dispute Resolution for Draft Final
16 Primary Documents:

17 (a) Dispute resolution shall be available to the
18 Parties for draft final primary documents as set forth in Section
19 12 (Dispute Resolution).

20 (b) When dispute resolution is invoked on a draft
21 final primary document, work may be stopped in accordance with
22 the procedures set forth in Subsection 12.9 regarding dispute
23 resolution.

24 7.9 Finalization of Documents: The draft final primary
25 document shall serve as the final primary document if no party
26 invokes dispute resolution regarding the document or, if invoked,
27 at completion of the dispute resolution process should the Air

1 Force's position be sustained. If the Air Force's determination
2 is not sustained in the dispute resolution process, the Air Force
3 shall prepare, within not more than sixty (60) days, a revision
4 of the draft final document which conforms to the results of dis-
5 pute resolution. In appropriate circumstances, the time period
6 for this revision period may be extended in accordance with Sec-
7 tion 9 (Extensions).

8 7.10 Subsequent Modification of Final Documents: Following
9 finalization of any primary document other than the Community
10 Relations Plan pursuant to Subsection 7.9 above, any Party may
11 seek to modify the document including seeking additional field
12 work, pilot studies, computer modeling or other supporting tech-
13 nical work, only as provided in subparagraphs (a) and (b) below.

14 (a) Any Party may seek to modify a document after
15 finalization if it determines, based on new information (i.e.,
16 information that becomes available, or conditions that become
17 known, after the document was finalized) that the requested
18 modification is necessary. Any party may seek such a modifica-
19 tion by submitting a concise written request to the Project
20 Managers of the other Parties. The request shall specify the na-
21 ture of the requested modification and how the request is based
22 on new information.

23 (b) In the event that a consensus is not reached by
24 the Project Managers on the need for a modification, any Party
25 may invoke dispute resolution to determine if such modification
26 shall be conducted. Modification of a document shall be required
27 only upon a showing that:

1 (1) The requested modification is based on sig-
2 nificant new information; and

3 (2) The requested modification could be of sig-
4 nificant assistance in evaluating impacts on the public health or
5 the environment, in evaluating the selection of remedial alterna-
6 tives, or in protecting human health and the environment.

7 (c) Nothing in this Section shall alter EPA's, DEQ's
8 or DWR's ability to request the performance of additional work
9 which was not contemplated by this Agreement. The Air Force's
10 obligation to perform such work under this Agreement must be es-
11 tablished by either a modification of a document or by amendments
12 to this Agreement.

13
14 8. DEADLINES

15 8.1 All deadlines agreed upon before the effective date of
16 this Agreement shall be identified in Appendix A, Section IV, to
17 this Agreement. To the extent that deadlines have already been
18 mutually agreed upon by the Parties prior to the effective date
19 of this Agreement, they will satisfy the requirements of this
20 Section and remain in effect, shall be published in accordance
21 with Subsection 8.2, and shall be incorporated into the ap-
22 propriate work plans.

23 8.2 Within forty-five (45) days after the effective date of
24 this Agreement, the Air Force shall propose, and announce and
25 make available for public comment in the same manner as Section
26 36 specifies for this Agreement, proposed deadlines for comple-
27 tion of the draft primary documents identified in Appendix A,

1 Section I.A through I.G, for each remedial action, including each
2 operable unit identified as of the effective date of this Agree-
3 ment. Within sixty (60) days after the effective date of this
4 Agreement, or the end of the public comment period on the Agree-
5 ment, whichever is later, EPA and the State shall review and
6 provide comments to the Air Force regarding the proposed dead-
7 lines. Within fifteen (15) days following receipt of the com-
8 ments the Air Force shall, as appropriate, make revisions and
9 reissue the proposal. The Parties shall meet as necessary to
10 discuss and finalize the proposed deadlines. All agreed-upon
11 deadlines shall be incorporated into the appropriate work plans.
12 If the Parties fail to agree within thirty (30) days on the
13 proposed deadlines, the matter shall immediately be submitted for
14 dispute resolution pursuant to Section 12 (Dispute Resolution).
15 The final deadlines established pursuant to this Subsection shall
16 be published by EPA, in conjunction with the State, and shall be
17 identified in Appendix A to this Agreement.

18 8.3 Within twenty-one (21) days of issuance of the Record
19 of Decision for any operable unit or for the final remedy, the
20 Air Force shall propose deadlines for completion of the draft
21 primary documents identified in Appendix A, Section I.H through
22 I.L. These deadlines shall be proposed, finalized and published
23 using the same procedures set forth in Subsection 8.2 above.

24 8.4 For any operable units not identified as of the effec-
25 tive date of this Agreement, the Air Force shall propose dead-
26 lines for all documents listed in Appendix A, Section I.A through
27 I.G (with the exception of the Community Relations Plan) within

1 twenty-one (21) days of agreement on the proposed operable unit
2 by all Parties. These deadlines shall be proposed, finalized and
3 published using the same procedures set forth in Subsection 8.2
4 above.

5 8.5 The deadlines set forth in this Section, or to be es-
6 tablished as set forth in this Section, may be extended pursuant
7 to Section 9 (Extensions). The Parties recognize that one pos-
8 sible basis for extension of the deadlines for completion of the
9 Remedial Investigation and Feasibility Study documents is the
10 identification of significant new Site conditions during the per-
11 formance of the remedial investigation.

12 13 9. EXTENSIONS

14 9.1 Timetables, deadlines and schedules shall be extended
15 upon receipt of a timely request for extension and when good
16 cause exists for the requested extension. Any request for exten-
17 sion by a Party shall be submitted to the other Parties in writ-
18 ing and shall specify:

19 (a) The timetable, deadline or schedule that is sought
20 to be extended;

21 (b) The length of the extension sought;

22 (c) The good cause(s) for the extension; and

23 (d) The extent to which any related timetable and
24 deadline or schedule would be affected if the extension were
25 granted.

26 9.2 Good cause exists for an extension when sought in
27 regard to:

- 1 (a) An event of Force Majeure;
- 2 (b) A delay caused by another Party's failure to meet
- 3 any requirement of this Agreement;
- 4 (c) A delay caused by the good faith invocation of
- 5 dispute resolution or the initiation of judicial action;
- 6 (d) A delay caused, or which is likely to be caused,
- 7 by the grant of an extension in regard to another timetable and
- 8 deadline or schedule;
- 9 (e) A delay caused by public comment periods or hear-
- 10 ings required under State of Arizona law in connection with the
- 11 State's performance of this Agreement;
- 12 (f) Any work stoppage within the scope of Section 11
- 13 (Emergencies and Removals); or
- 14 (g) Any other event or series of events mutually
- 15 agreed to by the Parties as constituting good cause.

16 9.3 Absent agreement of the Parties with respect to the

17 existence of good cause, a Party may seek and obtain a determina-

18 tion through the dispute resolution process that good cause ex-

19 ists.

20 9.4 Within seven (7) days of receipt of a request for an

21 extension of a timetable, deadline or schedule, each receiving

22 Party shall advise the requesting Party orally of the receiving

23 Party's position on the request. Such oral notice shall be con-

24 firmed in writing within a reasonable time period. Any failure

25 by a receiving Party to respond within the seven (7) day period

26 shall be deemed to constitute concurrence with the request for

1 extension. If a receiving Party does not concur in the requested
2 extension, it shall include in its statement of nonconcurrence an
3 explanation of the basis for its position.

4 9.5 If there is consensus among the Parties that the re-
5 quested extension is warranted, the Air Force shall extend the
6 affected timetable and deadline or schedule accordingly. If there
7 is no consensus among the Parties as to whether all or part of
8 the requested extension is warranted, the timetable and deadline
9 or schedule shall not be extended except in accordance with a
10 determination resulting from the dispute resolution process.

11 9.6 Within seven (7) days of receipt of a statement of non-
12 concurrence with the requested extension, the requesting Party
13 may invoke dispute resolution.

14 9.7 A timely and good faith request by the Air Force for an
15 extension shall toll any assessment of stipulated penalties or
16 application for judicial enforcement of the affected timetable
17 and deadline or schedule until a decision is reached on whether
18 the requested extension will be approved. If dispute resolution
19 is invoked and the requested extension is denied, stipulated
20 penalties may be assessed and may accrue from the date of the
21 original timetable, deadline or schedule. Following the grant of
22 an extension, an assessment of stipulated penalties or an ap-
23 plication for judicial enforcement may be sought only to compel
24 compliance with the timetable and deadline or schedule as most
25 recently extended.

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1 10. FORCE MAJEURE

2 10.1 A Force Majeure shall mean any event arising from
3 causes beyond the control of a Party that causes a delay in or
4 prevents the performance of any obligation under this Agreement,
5 including, but not limited to, acts of God; fire; war; insurrec-
6 tion; civil disturbance; explosion; unanticipated breakage or ac-
7 cident to machinery, equipment or lines of pipe despite
8 reasonably diligent maintenance; adverse weather conditions that
9 could not be reasonably anticipated; unusual delay in transporta-
10 tion; restraint by court order or order of public authority; in-
11 ability to obtain, at reasonable cost and after exercise of
12 reasonable diligence, any necessary authorizations, approvals,
13 permits, or licenses due to action or inaction of any governmen-
14 tal agency or authority other than the Air Force; delays caused
15 by compliance with applicable statutes or regulations governing
16 contracting, procurement or acquisition procedures, despite the
17 exercise of reasonable diligence; and insufficient availability
18 of appropriated funds which have been diligently sought. In or-
19 der for Force Majeure based on insufficient funding to apply to
20 the Air Force, the Air Force shall have made timely request for
21 such funds as part of the budgetary process as set forth in Sec-
22 tion 15 (Funding). A Force Majeure shall also include any strike
23 or other labor dispute, whether or not within the control of the
24 Parties affected thereby. Force Majeure shall not include in-
25 creased costs or expenses of Response Actions, whether or not an-
26 ticipated at the time such Response Actions were initiated.

1 11. EMERGENCIES AND REMOVALS

2 11.1 Discovery and Notification: If any Party discovers or
3 becomes aware of an emergency or other situation that may present
4 an endangerment to public health, welfare or the environment at
5 or near the Site, which is related to or may affect the work per-
6 formed under this Agreement, that Party shall immediately orally
7 notify all other Parties, followed by written notification within
8 seven (7) days. If the emergency arises from activities con-
9 ducted pursuant to this Agreement, the Air Force shall then take
10 immediate action to notify the appropriate State of Arizona and
11 local agencies and affected members of the public.

12 11.2 Work Stoppage: In the event any Party determines that
13 activities conducted pursuant to this Agreement will cause or
14 otherwise be threatened by a situation described in Subsection
15 11.1, the Party may propose the termination of such activities.
16 If the Parties mutually agree, the activities shall be stopped
17 for such period of time as required to abate the danger. In the
18 absence of mutual agreement, the activities shall be stopped in
19 accordance with the proposal, and the matter shall be immediately
20 referred to the EPA Hazardous Waste Management Division Director
21 for a work stoppage determination in accordance with Section
22 12.10.

23 11.3 Removal Actions:

24 (a) The provisions of this Section shall apply to all
25 removal actions as defined in CERCLA section 101(23), 42 U.S.C. §
26 9601(23) and encompassed by Arizona Revised Statutes section 49-
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1 281(4), including all modifications to, or extensions of, the on-
2 going removal actions, and all new removal actions proposed or
3 commenced following the effective date of this Agreement.

4 (b) Any removal actions conducted at the Site shall be
5 conducted in a manner consistent with this Agreement, CERCLA, the
6 NCP and Executive Order 12580.

7 (c) Nothing in this Agreement shall alter the Air
8 Force's authority with respect to removal actions conducted pur-
9 suant to section 104 of CERCLA, 42 U.S.C. § 9604.

10 (d) Nothing in this Agreement shall alter any
11 authority DEQ, DWR or EPA may have with respect to removal ac-
12 tions conducted at the Site.

13 (e) All reviews conducted by EPA, DEQ and DWR pursuant
14 to 10 U.S.C. § 2705(b)(2) will be expedited so as not to unduly
15 jeopardize fiscal resources of the Air Force for funding the
16 removal actions.

17 (f) If a Party determines that there may be an endan-
18 germent to the public health or welfare or the environment be-
19 cause of an actual or threatened release of a hazardous sub-
20 stance, pollutant or contaminant at or from the Site, including
21 but not limited to discovery of contamination of a drinking water
22 well at concentrations that exceed any State or federal drinking
23 water action level or standards, the Party may request that the
24 Air Force take such response actions as may be necessary to abate
25 such danger or threat and to protect the public health or welfare
26 or the environment. Such actions might include provision of al-

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1 ternative drinking water supplies or other response actions
2 listed in CERCLA section 101(23) or (24), 42 U.S.C. § 9601(23) or
3 (24), or such other relief as the public interest may require.
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6 11.4 Notice and Opportunity to Comment:

7 (a) The Air Force shall provide the other Parties with
8 timely notice and opportunity to review and comment upon any
9 proposed removal action for the Site, in accordance with 10
10 U.S.C. § 2705(a) and (b). The Air Force agrees to provide the
11 information described below pursuant to such obligation.

12 (b) For emergency response actions, the Air Force
13 shall provide EPA, DEQ and DWR with notice in accordance with
14 Subsection 11.1. Except in the case of extreme emergencies, such
15 oral notification shall include adequate information concerning
16 the Site background, threat to the public health and welfare or
17 the environment (including the need for response), proposed ac-
18 tions and costs (including a comparison of possible alternatives,
19 means of transportation of any hazardous substances off-site, and
20 proposed manner of disposal), expected change in the situation
21 should no action be taken or should action be delayed (including
22 associated environmental impacts), any important policy issues,
23 and the Air Force On-Scene Coordinator recommendations. Within
24 forty-five (45) days of completion of the emergency action, the
25 Air Force will furnish EPA, DEQ and DWR with an Action Memorandum
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1 addressing the information provided in the oral notification, and
2 any other information required pursuant to CERCLA and the NCP,
3 and in accordance with pertinent EPA guidance, for such actions.

4 (c) For other removal actions, the Air Force will
5 provide EPA, DEQ and DWR with any information required by CERCLA,
6 the NCP, and in accordance with pertinent EPA guidance, such as
7 the Action Memorandum, the Engineering Evaluation/Cost Analysis
8 (in the case of non-time-critical removals) and, to the extent it
9 is not otherwise included, all information required to be
10 provided in accordance with paragraph (b) of this Subsection.

11 (d) All activities related to ongoing removal actions
12 shall be reported by the Air Force in the progress reports as
13 described in Section 18 (Project Managers).

14 11.5 Any dispute among the Parties as to whether a proposed
15 response action is: (a) properly considered a removal action, as
16 defined by CERCLA section 101(23), 42 U.S.C. § 9601(23) or (b)
17 consistent with the final remedial action, shall be resolved pur-
18 suant to Section 12 (Dispute Resolution). Such dispute may be
19 brought directly to the Dispute Resolution Committee (DRC) or the
20 Senior Executive Committee (SEC) at any Party's request.

21 11.6 The Parties shall first seek to resolve any dispute as
22 to whether the Air Force will take a removal action requested by
23 any other Party under Subsection 11.3(f) through the dispute
24 resolution process contained in Section 12 (Dispute Resolution),
25 but that process shall be modified for disputes on this specific
26 subject matter in accordance with Subsection 12.12. EPA and the
27 State reserve any and all rights each may have with regard to

1 whether the Air Force will take a removal action requested by any
2 Party pursuant to Subsection 11.3(f) once the dispute resolution
3 process specified in this subsection is exhausted, and not-
4 withstanding Section 31 (Covenant Not To Sue and Reservation of
5 Rights).

6 12. DISPUTE RESOLUTION

7 12.1 Except as specifically set forth elsewhere in this
8 Agreement, if a dispute arises under this Agreement, the proce-
9 dures of this Section shall apply. EPA, the Air Force, and col-
10 lectively the Parties representing the State as a single unit,
11 may invoke this dispute resolution procedure. All Parties to
12 this Agreement shall make reasonable efforts to informally
13 resolve disputes at the Project Manager or immediate supervisor
14 level. If resolution cannot be achieved informally, the proce-
15 dures of this Section shall be implemented to resolve a dispute.

16 12.2 Within thirty (30) days after: (a) the issuance of a
17 draft final primary document pursuant to Section 7
18 (Consultation), or (b) any action which leads to or generates a
19 dispute, the disputing Party shall submit to the DRC a written
20 statement of dispute setting forth the nature of the dispute, the
21 work affected by the dispute, the disputing Party's position with
22 respect to the dispute and the technical, legal or factual infor-
23 mation the disputing Party is relying upon to support its posi-
24 tion.

25 12.3 Prior to any Party's issuance of a written statement
26 of a dispute, the disputing Party shall engage the other Parties
27 in informal dispute resolution among the Project Managers and/or

1 their immediate supervisors. During this informal dispute
2 resolution period the Parties shall meet as many times as are
3 necessary to discuss and attempt resolution of the dispute.

4 12.4 The DRC will serve as a forum for resolution of dis-
5 putes for which agreement has not been reached through informal
6 dispute resolution. The Parties shall each designate one in-
7 dividual and an alternate to serve on the DRC. The individuals
8 designated to serve on the DRC shall be employed at the policy
9 level Senior Executive Service (SES) or equivalent or be
10 delegated the authority to participate on the DRC for the pur-
11 poses of dispute resolution under this Agreement. The EPA repre-
12 sentative on the DRC is the Deputy Director for Superfund Hazard-
13 ous Waste Management Division, EPA Region 9. The Air Force's
14 designated member is the Deputy Chief of Staff for Engineering
15 and Services, Headquarters Air Training Command. The DEQ repre-
16 sentative is the Section Manager, Emergency and Remedial Section,
17 Office of Waste Programs. The DWR representative is Chief, Water
18 Quality Division. Written notice of any delegation of authority
19 from a Party's designated representative on the DRC shall be
20 provided to all other Parties pursuant to the procedures of Sec-
21 tion 21 (Notification).

22 12.5 Following elevation of a dispute to the DRC, the DRC
23 shall have twenty-one (21) days to unanimously resolve the dis-
24 pute and issue a written decision. If the DRC is unable to unan-
25 imously resolve the dispute within this twenty-one (21) day
26 period, the written statement of dispute shall be forwarded to
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1 the Senior Executive Committee (SEC) for resolution within seven
2 (7) days after the close of the twenty-one (21) day resolution
3 period.

4 12.6 The SEC will serve as the forum for resolution of dis-
5 putes for which agreement has not been reached by the DRC. The
6 EPA representative on the SEC is the Regional Administrator of
7 EPA Region 9. The Air Force's representative on the SEC is the
8 Deputy Assistant Secretary of the Air Force for Environment,
9 Safety, and Occupational Health. The DEQ representative on the
10 SEC is the DEQ Director. The DWR representative on the SEC is
11 the DWR Director. The SEC members shall, as appropriate, confer,
12 meet and exert their best efforts to resolve the dispute and
13 issue a written decision. If unanimous resolution of the dispute
14 is not reached within twenty-one (21) days, EPA's Regional Ad-
15 ministrator shall issue a written position on the dispute. The
16 Air Force or the State may, within fourteen (14) days of the
17 Regional Administrator's issuance of EPA's position, issue a
18 written notice elevating the dispute to the Administrator of EPA
19 for resolution in accordance with all applicable laws and proce-
20 dures. In the event the Air Force or the State elects not to
21 elevate the dispute to the Administrator within the designated
22 fourteen (14) day escalation period, the Air Force and the State
23 shall be deemed to have agreed with the Regional Administrator's
24 written position with respect to the dispute.

1 12.7 Upon escalation of a dispute to the Administrator of
2 EPA pursuant to Subsection 12.6 above, the Administrator will
3 review and resolve the dispute within twenty-one (21) days. Upon
4 request, and prior to resolving the dispute, the EPA Ad-
5 ministrator shall meet and confer with the Air Force's SEC Repre-
6 sentative and the State's SEC representatives to discuss the
7 issue(s) under dispute. Upon resolution, the Administrator shall
8 provide the Air Force and the State with a written final decision
9 setting forth resolution of the dispute. The duties of the Ad-
10 ministrator set forth in this Section shall not be delegated.

11 12.8 Whenever this Section requires unanimity for dispute
12 resolution, DEQ and DWR, as agencies of the State of Arizona,
13 shall speak with one voice between them regardless of whether the
14 State has more than one representative at the particular stage of
15 dispute resolution. It shall be the responsibility of the State
16 to determine who shall present the one position on behalf of the
17 State.

18 12.9 The pendency of any dispute under this Section shall
19 not affect any Party's responsibility for timely performance of
20 the work required by this Agreement, except that the time period
21 for completion of work affected by such dispute shall be extended
22 for a period of time usually not to exceed the actual time taken
23 to resolve any good faith dispute in accordance with the proce-
24 dure specified herein. All elements of the work required by
25 this Agreement which are not affected by the dispute shall con-
26 tinue and be completed in accordance with the applicable
27 timetable and deadline or schedule.

1 12.10 When dispute resolution is in progress, work affected
2 by the dispute will immediately be discontinued if the Hazardous
3 Waste Management Division Director for EPA Region 9 requests, in
4 writing, that work related to the dispute be stopped because, in
5 EPA's opinion, such work is inadequate or defective, and such in-
6 adequacy or defect is likely to yield an adverse effect on human
7 health or the environment, or is likely to have a substantial ad-
8 verse effect on the remedy selection or implementation process.

9 The State may request the EPA Hazardous Waste Management Division
10 Director to order work stopped for the reasons set out above. To
11 the extent possible, the Party seeking a work stoppage shall con-
12 sult with the other Parties prior to initiating a work stoppage
13 request. After work stoppage, if a Party believes that the work
14 stoppage is inappropriate or may have potentially significant ad-
15 verse impacts, the Party may meet with the other Parties to dis-
16 cuss the work stoppage. Following this meeting, and further con-
17 siderations of this issue, the EPA Hazardous Waste Management
18 Division Director will issue, in writing, a final decision with
19 respect to the work stoppage. The final written decision of the
20 EPA Hazardous Waste Management Division Director may immediately
21 be subject to formal dispute resolution. Such dispute may be
22 brought directly to either the DRC or the SEC, at the discretion
23 of the Party requesting dispute resolution.

24 12.11 Within twenty-one (21) days of resolution of a dis-
25 pute pursuant to the procedures specified in this Section, the
26 Air Force shall incorporate the resolution and final determina-

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1 tion into the appropriate plan, schedule or procedures and
2 proceed to implement this Agreement according to the amended
3 plan, schedule or procedures.

4 12.12 The following modified dispute resolution procedure
5 shall apply only to disputes arising under Subsection 11.6, con-
6 cerning a decision by the Air Force not to undertake a removal
7 action as requested under Subsection 11.3(f). This provision
8 shall apply to such disputes in lieu of the procedures specified
9 in Subsections 12.5, 12.6, and 12.7.

10 (a) For purposes of this modified dispute resolution
11 procedure, the EPA and State representatives on the Dispute
12 Resolution Committee (DRC) and Senior Executive Committee (SEC)
13 shall remain the same as in Subsections 12.4 and 12.6, while the
14 Air Force member of the DRC shall be the Deputy Chief of Staff
15 for Engineering and Services, Headquarters Air Training Command,
16 and the Air Force member of the SEC shall be the Vice Commander,
17 Air Training Command.

18 (b) After submission of a Subsection 11.6 matter to
19 dispute, as described in Subsection 12.2, the DRC shall handle
20 the dispute under the procedure described in Subsection 12.5, ex-
21 cept that the DRC shall have ten (10) days rather than twenty one
22 (21) days to unanimously resolve the dispute, and shall forward
23 an unresolved dispute to the SEC within four (4) days rather than
24 seven (7) days.

25 (c) If agreement is not reached by the DRC, the SEC
26 members shall, as appropriate, confer, meet and exert their best
27 efforts to resolve the dispute and issue a written decision. If

1 unanimous resolution of the dispute is not reached in seven (7)
2 days, the Air Force SEC member shall issue a written position on
3 the dispute. EPA or the State may, within four (4) days of the
4 issuance of the Air Force SEC member's position, issue a written
5 notice elevating the dispute to the Deputy Assistant Secretary of
6 the Air Force for Environment, Safety, and Occupational Health
7 (currently designated SAF/MIQ), for resolution in accordance with
8 all applicable laws and procedures. In the event EPA or the
9 State elects not to elevate the dispute to SAF/MIQ within the
10 designated four (4) day elevation period, EPA and the State shall
11 be deemed to have agreed with the Air Force SEC member's written
12 position with respect to the dispute.

13 (d) Upon escalation of a dispute to SAF/MIQ pursuant
14 to subsection 12.12(c) above, SAF/MIQ will review and seek to
15 resolve the dispute in a manner acceptable to all Parties within
16 seven (7) days. Upon request, and prior to issuing a recommended
17 resolution, SAF/MIQ shall meet and confer with the EPA
18 Administrator's Representative and the DEQ Director and the DWR
19 Director or their representatives to discuss the issue under dis-
20 pute. SAF/MIQ shall provide EPA and the State with a proposed
21 resolution of the dispute. In the event EPA or the State do not
22 concur with the SAF/MIQ proposed resolution of the dispute, EPA
23 and the State retain any right each possessed with regard to the
24 issue raised in the dispute under Subsection 11.6. Such noncon-
25 currence will be transmitted in writing to SAF/MIQ within seven
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1 (7) days of receipt of his/her issuance of the proposed resolu-
2 tion. Failure to transmit such nonconcurrency will be presumed to
3 signify concurrence.

4 12.13 Subject to the terms of subsections 11.6, 12.12 and
5 31.2, resolution of a dispute pursuant to this Section of the
6 Agreement constitutes a final resolution of any dispute arising
7 under this Agreement. All Parties shall abide by all terms and
8 conditions of any final resolution of dispute obtained pursuant
9 to this Section of this Agreement.

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11 13. ENFORCEABILITY

12 13.1 The Parties agree that:

13 (a) Upon the effective date of this Agreement, any
14 standard, regulation, condition, requirement or order which has
15 become effective under CERCLA and is incorporated into this
16 Agreement is enforceable by any person pursuant to CERCLA section
17 310, 42 U.S.C. § 9659, and any violation of such standard,
18 regulation, condition, requirement or order will be subject to
19 civil penalties under CERCLA sections 310(c) and 109, 42 U.S.C.
20 §§ 9659(c) and 9609;

21 (b) All timetables or deadlines associated with the
22 RI/FS shall be enforceable by any person pursuant to CERCLA sec-
23 tion 310, 42 U.S.C. § 9659, and any violation of such timetables
24 or deadlines will be subject to civil penalties under CERCLA sec-
25 tions 310(c) and 109, 42 U.S.C. §§ 9659(c) and 9609;

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1 (c) All terms and conditions of this Agreement which
2 relate to remedial actions, including corresponding timetables,
3 deadlines or schedules, and all work associated with remedial ac-
4 tions, shall be enforceable by any person pursuant to CERCLA sec-
5 tion 310(c), 42 U.S.C. § 9659(c), and any violation of such terms
6 or conditions will be subject to civil penalties under CERCLA
7 sections 310(c) and 109, 42 U.S.C. §§ 9659(c) and 9609; and

8 (d) Any final resolution of a dispute pursuant to Sec-
9 tion 12 (Dispute Resolution) of this Agreement which establishes
10 a term, standard, condition, timetable, deadline or schedule
11 shall be enforceable by any person pursuant to CERCLA section
12 310(c), 42 U.S.C. § 9659(c), and any violation of such term,
13 standard, condition, timetable, deadline or schedule will be sub-
14 ject to civil penalties under CERCLA sections 310(c) and 109, 42
15 U.S.C. §§ 9659(c) and 9609.

16 13.2 Nothing in this Agreement shall be construed as
17 authorizing any person to seek judicial review of any action or
18 work where review is barred by any provision of CERCLA including
19 CERCLA section 113(h), 42 U.S.C. § 9613(h).

20 13.3 Nothing in this Agreement shall be construed as a
21 restriction or waiver of any rights the EPA or the State may have
22 under CERCLA, including but not limited to any rights under sec-
23 tions 113, 121 and 310, 42 U.S.C. §§ 9613, 9621 and 9659. The
24 Air Force does not waive any rights it may have under CERCLA sec-
25 tion 120, 42 U.S.C. § 9620, SARA section 211 and Executive Order
26 12580.

27

1 13.4 The Parties agree to exhaust their rights under Sec-
2 tion 12 (Dispute Resolution) prior to exercising any rights to
3 judicial review that they may have.

4 13.5 The Parties agree that all Parties shall have the
5 right to enforce the terms of this Agreement.

6
7 14. STIPULATED PENALTIES

8 14.1 In the event that the Air Force fails to submit a
9 primary document referenced in Section 7 (Consultation) to EPA,
10 DEQ and DWR pursuant to the appropriate timetable or deadline es-
11 tablished under Section 8 in accordance with the requirements of
12 this Agreement, or fails to comply with a term or condition of
13 this Agreement which relates to an operable unit or final
14 remedial action, EPA may assess a stipulated penalty against the
15 Air Force. DEQ or DWR may also recommend to EPA that a stipu-
16 lated penalty be assessed. A stipulated penalty may be assessed
17 in an amount not to exceed \$5,000 for the first week (or part
18 thereof), and \$10,000 for each additional week (or part thereof)
19 for which a failure set forth in this Subsection occurs.

20 14.2 Upon determining that the Air Force has failed in a
21 manner set forth in Subsection 14.1, EPA shall so notify the Air
22 Force in writing. If the failure in question is not already sub-
23 ject to dispute resolution at the time such notice is received,
24 the Air Force shall have fifteen (15) days after receipt of the
25 notice to invoke dispute resolution on the question of whether
26 the failure did in fact occur. The Air Force shall not be liable
27 for the stipulated penalty assessed by EPA if the failure is

1 determined, through the dispute resolution process, not to have
2 occurred. No assessment of a stipulated penalty shall be final
3 until the conclusion of dispute resolution procedures related to
4 the assessment of the stipulated penalty.

5 14.3 The annual reports required by CERCLA section
6 120(e)(5), 42 U.S.C. § 9620(e)(5), shall include, with respect to
7 each final assessment of a stipulated penalty against the Air
8 Force under this Agreement, each of the following:

9 (a) The federal facility responsible for the failure;

10 (b) A statement of the facts and circumstances giving
11 rise to the failure;

12 (c) A statement of any administrative or other
13 corrective action taken at the relevant federal facility, or a
14 statement of why such measures were determined to be
15 inappropriate;

16 (d) A statement of any additional action taken by or
17 at the federal facility to prevent recurrence of the same type of
18 failure; and

19 (e) The total dollar amount of the stipulated penalty
20 assessed for the particular failure.

21 14.4 Stipulated penalties assessed pursuant to this Section
22 shall be payable to the Hazardous Substances Response Trust Fund
23 only in the manner and to the extent expressly provided for in
24 acts authorizing funds for, and appropriations to, the DOD. EPA,
25 DEQ and DWR, to the extent allowed by law, agree to divide
26
27

1 equally any stipulated penalties paid on behalf of Williams AFB
2 with fifty percent (50%) allocated to EPA and fifty percent (50%)
3 allocated to the State.

4 14.5 In no event shall this Section give rise to a stipu-
5 lated penalty in excess of the amount set forth in CERCLA section
6 109, 42 U.S.C. § 9609.

7 14.6 This Section shall not affect the Air Force's ability
8 to obtain an extension of a timetable, deadline or schedule pur-
9 suant to Section 9 (Extensions).

10 14.7 Nothing in this Agreement shall be construed to render
11 any member, employee, agent or authorized representative of the
12 Air Force personally liable for the payment of any stipulated
13 penalty assessed pursuant to this Section.

14
15
16 15. FUNDING

17 15.1 It is the expectation of the Parties to this Agreement
18 that all obligations of the Air Force arising under this Agree-
19 ment will be fully funded. The Air Force agrees to seek suffi-
20 cient funding through the DOD budgetary process to fulfill its
21 obligations under this Agreement.

22 15.2 In accordance with CERCLA section 120(e)(5)(B), 42
23 U.S.C. § 9620(e)(5)(B), the Air Force shall include, in its sub-
24 mission to the Department of Defense annual report to Congress,
25 the specific cost estimates and budgetary proposals associated
26 with the implementation of this Agreement.

1 15.3 Any requirement for the payment or obligation of
2 funds, including stipulated penalties, by the Air Force estab-
3 lished by the terms of this Agreement shall be subject to the
4 availability of appropriated funds, and no provision herein shall
5 be interpreted to require obligation or payment of funds in
6 violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases
7 where payment or obligation of funds would constitute a violation
8 of the Anti-Deficiency Act, the dates established requiring the
9 payment or obligation of such funds shall be appropriately ad-
10 justed.

11 15.4 If appropriated funds are not available to fulfill the
12 Air Force's obligations under this Agreement, EPA, DEQ and DWR
13 reserve the right to initiate an action against any other person,
14 or to take any response action, which would be appropriate absent
15 this Agreement.

16 15.5 Funds authorized and appropriated annually by Congress
17 under the "Environmental Restoration, Defense" appropriation in
18 the Department of Defense Appropriation Act and allocated by the
19 Deputy Assistant Secretary of Defense for Environment to the Air
20 Force will be the source of funds for activities required by this
21 Agreement consistent with section 211 of CERCLA, 10 U.S.C. §
22 Chapter 160. However, should the Environmental Restoration,
23 Defense appropriation be inadequate in any year to meet the total
24 Air Force CERCLA implementation requirements, the DOD shall
25 employ and the Air Force shall follow a standardized DOD
26 prioritization process which allocates that year's appropriations
27 in a manner which maximizes the protection of human health and

1 the environment. A standardized DOD prioritization model shall
2 be developed and utilized with the assistance of EPA and the
3 states.

4
5 16. EXEMPTIONS

6 16.1 The obligation of the Air Force to comply with the
7 provisions of this Agreement may be relieved by:

8 (a) A Presidential order of exemption issued pursuant
9 to the provisions of CERCLA section 120(j)(1), 42 U.S.C. §
10 9620(j)(1), or RCRA section 6001, 42 U.S.C. § 6961; or

11 (b) The order of an appropriate court.

12 16.2 The State reserves any statutory right it may have to
13 challenge any Presidential Order relieving the Air Force of its
14 obligations to comply with this Agreement.

15

16 17. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

17 17.1 The Parties intend to integrate the Air Force's CERCLA
18 response obligations and RCRA corrective action obligations which
19 relate to the release(s) of hazardous substances, hazardous
20 wastes, pollutants or contaminants covered by this Agreement into
21 this comprehensive Agreement. Therefore, the Parties intend that
22 activities covered by this Agreement will achieve compliance with
23 CERCLA, 42 U.S.C. §§ 9601 et seq., to satisfy the corrective ac-
24 tion requirements of RCRA section 3004(u) and (v), 42 U.S.C. §
25 6924(u) and (v), for a RCRA permit, and RCRA section 3008(h), 42
26 U.S.C. § 6928(h), for interim status facilities; and to meet or

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1 exceed all applicable or relevant and appropriate federal and
2 State of Arizona laws and regulations, to the extent required by
3 CERCLA section 121, 42 U.S.C. § 9621.

4 17.2 Based upon the foregoing, the Parties intend that any
5 remedial action selected, implemented and completed under this
6 Agreement will be protective of human health and the environment
7 such that remediation of releases covered by this Agreement shall
8 obviate the need for further corrective action under RCRA (i.e.,
9 no further corrective action shall be required). The Parties
10 agree that with respect to releases of hazardous waste covered by
11 this Agreement, RCRA shall be considered an applicable or
12 relevant and appropriate requirement pursuant to CERCLA section
13 121, 42 U.S.C. § 9621.

14 17.3 The Parties recognize that the requirement to obtain
15 permits for response actions undertaken pursuant to this Agree-
16 ment shall be as provided for in CERCLA and the NCP. The Parties
17 recognize that ongoing activities outside the scope of this
18 Agreement at Williams AFB may require the issuance of permits un-
19 der federal and State of Arizona laws. This Agreement does not
20 affect the requirements, if any, to obtain such permits.
21 However, if a permit is issued to the Air Force for ongoing haz-
22 ardous waste management activities at the Site, the issuing party
23 shall reference and incorporate in a permit condition any ap-
24 propriate provision, including appropriate schedules (and the
25 provision for extension of such schedules), of this Agreement
26 into such permit. The Parties intend that any judicial review of
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1 any permit condition which references this Agreement shall, to
2 the extent authorized by law, only be reviewed under the provi-
3 sions of CERCLA.

4 18. PROJECT MANAGERS

5 18.1 On or before the effective date of this Agreement,
6 EPA, the Air Force, DEQ and DWR shall each designate a Project
7 Manager and an alternate (each hereinafter referred to as Project
8 Manager), for the purpose of overseeing the implementation of
9 this Agreement. The Project Managers shall be responsible on a
10 daily basis for assuring proper implementation of the RI/FS and
11 the RD/RA in accordance with the terms of the Agreement. In ad-
12 dition to the formal notice provisions set forth in Section 21
13 (Notification), to the maximum extent possible, communications
14 among the Air Force, EPA, DEQ and DWR on all documents, including
15 reports, comments, and other correspondence concerning the ac-
16 tivities performed pursuant to this Agreement, shall be directed
17 through the Project Managers.

18 18.2 The Air Force, EPA, DEQ and DWR may change their
19 respective Project Managers. The other Parties shall be notified
20 in writing within five (5) days of the change.

21 18.3 The Project Managers shall meet to discuss progress as
22 described in Subsection 7.5. Although the Air Force has ultimate
23 responsibility for meeting its respective deadlines or schedule,
24 the Project Managers shall assist in this effort by consolidating
25 the review of primary and secondary documents whenever possible,
26 and by scheduling progress meetings to review reports, evaluate
27 the performance of environmental monitoring at the Site, review

1 RI/FS or RD/RA progress, discuss target dates for elements of the
2 RI/FS to be conducted in the following one hundred and eighty
3 (180) days, resolve disputes, and adjust deadlines or schedules.

4 At least one week prior to each scheduled progress meeting, the
5 Air Force will provide to the other Parties a draft agenda and
6 summary of the status of the work subject to this Agreement. Un-
7 less the Project Managers agree otherwise, the Air Force shall
8 prepare minutes of each progress meeting. These minutes, along
9 with the meeting agenda and all documents discussed during the
10 meeting (which were not previously provided) as attachments,
11 shall constitute a progress report, which the Air Force shall
12 send to all Project Managers within ten (10) business days after
13 the meeting ends. If an extended period occurs between Project
14 Manager progress meetings, the Project Managers may agree that
15 the Air Force shall prepare an interim progress report and
16 provide it to the other Parties. The report shall include the
17 information that would normally be discussed in a progress meet-
18 ing of the Project Managers. Other meetings shall be held more
19 frequently upon request by any Project Manager.

20 18.4 The authority of the Project Managers shall include,
21 but is not limited to:

22 (a) Taking samples and ensuring that sampling and
23 other field work is performed in accordance with the terms of any
24 final work plan and QAPP;

(b) Observing, and taking photographs and making such other reports on the progress of the work as the Project Managers deem appropriate, subject to the limitations set forth in Section 25 (Access to Federal Facility) hereof;

(c) Reviewing records, files and documents relevant to the work performed;

(d) Determining the form and specific content of the Project Manager meetings and of progress reports based on such meetings;

(e) Recommending and requesting minor field modifications to the work to be performed pursuant to a final work plan, or in techniques, procedures, or design utilized in carrying out such work plan; and

(f) Exercising the authority vested by the NCP, Section 300.120(b)(1), in the Air Force RPM as On Scene Coordinator and Remedial Project Manager, consultation with the EPA and State RPMs and in accordance with the procedures specified in this Agreement.

18.5 Any minor field modification proposed by any Party pursuant to this Section must be approved orally by all Parties' Project Managers to be effective. The Air Force Project Manager will make a contemporaneous record of such modification and approval in a written log, and a copy of the log entry will be provided as part of the next progress report. Even after approval of the proposed modification, no Project Manager will require implementation by a government contractor without approval of the appropriate Government Contracting Officer.

1 18.6 The Project Manager for the Air Force shall be respon-
2 sible for day-to-day field activities at the Site. The Air Force
3 Project Manager or other designated employee of Williams AFB
4 shall be present at the Site or reasonably available to supervise
5 work during all hours of work performed at the Site pursuant to
6 this Agreement. For all times that such work is being performed,
7 the Air Force Project Manager shall inform the command post at
8 Williams AFB of the name and telephone number of the designated
9 employee responsible for supervising the work.

10 18.7 The Project Managers shall be reasonably available to
11 consult on work performed pursuant to this Agreement and shall
12 make themselves available to each other for the pendency of this
13 Agreement. The absence of EPA, DEQ, DWR, or Air Force Project
14 Managers from the facility shall not be cause for work stoppage
15 of activities taken under this Agreement.

16

17 19. PERMITS

18 19.1 The Parties recognize that under sections 121(d) and
19 121(e)(1) of CERCLA, 42 U.S.C. §§ 9621(d) and 9621(e)(1), and the
20 NCP, portions of the response actions called for by this Agrae-
21 ment and conducted entirely on-site are exempted from the proce-
22 dural requirement to obtain a federal, State of Arizona, or local
23 permit but must satisfy all the applicible or relevant and ap-
24 propriate federal and State standards, requirements, criteria, or
25 limitations which would have been included in any such permit.

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1 19.2 This Section is not intended to relieve the Air Force
2 from any and all regulatory requirements, including obtaining a
3 permit, whenever it proposes a response action involving either
4 the movement of hazardous substances, pollutants, or contaminants
5 off-site, or the conduct of a response action off-site..

6 19.3 The Air Force shall notify EPA, DEQ and DWR in writing
7 of any permit required for off-site activities as soon as it be-
8 comes aware of the requirement. The Air Force agrees to obtain
9 any permits necessary for the performance of any work under this
10 Agreement. Upon request, the Air Force shall provide EPA, DEQ
11 and DWR copies of all such permit applications and other docu-
12 ments related to the permit process. Copies of permits obtained
13 in implementing this Agreement shall be appended to the ap-
14 propriate submittal or progress report. Upon request by the Air
15 Force Project Manager, the Project Managers of EPA, DEQ and DWR
16 will assist Williams AFB to the extent feasible in obtaining any
17 required permit.

18

19 20. QUALITY ASSURANCE

20 20.1 To ensure compliance with the QAPP, the Air Force
21 shall arrange for access, upon request by EPA or the State, to
22 all laboratories performing analysis on behalf of the Air Force
23 pursuant to this Agreement.

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1 21. NOTIFICATION

2 21.1 All Parties shall transmit primary and secondary docu-
3 ments, and comments thereon, and all notices required herein by
4 next day mail, hand delivery, or facsimile. Time limitations
5 shall commence upon receipt.

6 21.2 Notice to the individual Parties pursuant to this
7 Agreement shall be sent to the addresses specified by the
8 Parties. Initially these shall be as follows:

9
10 William Lopp, Remedial Project Manager, Williams AFB
11 U.S. Environmental Protection Agency, Region 9
12 Hazardous Waste Management Division, H-7-3
13 1235 Mission Street
14 San Francisco, CA 94103;

15 and

16 Williams AFB Remedial Project Manager
17 Remedial Projects Unit
18 Office of Waste Programs
19 Arizona Department of Environmental Quality
20 2005 N. Central Avenue
21 Phoenix, AZ 85004

22 and

23 Dave Annis, Project Manager, Williams AFB
24 Remedial Action Division
25 Arizona Department of Water Resources
26 15 South 15th Avenue
27 Phoenix, AZ 85007

28 and

29 Base Civil Engineer
30 82 ABG/DEEV
31 Williams AFB Air Force Base, Arizona 85240

32 21.3 All routine correspondence may be sent via first class
33 mail to the above addressees.

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2 22. DATA AND DOCUMENT AVAILABILITY

3 22.1 Upon request by any party, each Party shall make the
4 requested sampling results, test results or other data or docu-
5 ments generated through the implementation of this Agreement
6 available to the other Parties. As soon as possible, but not
7 later than sixty (60) days after the last sampling event of a
8 group of samples, the Air Force shall, at a minimum, provide a
9 quality assured data summary report citing all results which ini-
10 tially measure above detection. As soon as possible but not
11 later than one hundred twenty (120) days after the last sampling
12 event of a group of samples, the Air Force shall provide all re-
13 quested quality assured data. If quality assurance procedures
14 are not completed within the sixty (60) or one hundred twenty
15 (120) day time frames, then reports without quality assurance
16 shall be submitted within their respective time frames and
17 quality assured data shall be submitted as soon as it becomes
18 available. For the purpose of this paragraph, a "group of
19 samples" is intended to mean (1) an established round of quar-
20 terly or monthly samples collected from a specified network of
21 locations; or (2) a discrete sampling episode.

22 22.2 The sampling Party's Project Manager shall notify the
23 other Parties' Project Managers not less than ten (10) days in
24 advance of any sample collection. If it is not possible to
25 provide ten (10) days prior notification, the sampling Party's
26 Project Manager shall notify the other Project Managers as soon
27 as possible after becoming aware that samples will be collected.

1 Each Party shall allow, to the extent practicable, split or
2 duplicate samples to be taken by the other Parties or their
3 authorized representatives in accordance with final RI/FS
4 Workplans, QAPP and FSPs.

5
6 23. RELEASE OF RECORDS

7 23.1 The Parties may request of one another access to or a
8 copy of any record or document relating to this Agreement or the
9 Installation Restoration Program (IRP). If the Party that is the
10 subject of the request (the originating Party) has the record or
11 document, that Party shall provide access to or a copy of the
12 record or document; provided, however, that no access to or
13 copies of records or documents need be provided if they are sub-
14 ject to claims of attorney-client privilege, attorney work
15 product, deliberative process, enforcement confidentiality, or
16 properly classified for national security under law or executive
17 order.

18 23.2 Records or documents identified by the originating
19 Party as confidential pursuant to other non-disclosure provisions
20 of the Freedom of Information Act, 5 U.S.C. § 552, or pursuant to
21 State of Arizona law, shall be released to the requesting Party,
22 provided the requesting Party states in writing that it will not
23 release the record or document to the public without prior ap-
24 proval of the originating Party or after opportunity to consult
25 and, if necessary, contest any preliminary decision to release a
26 document, in accordance with applicable statutes and regula-
27 tions. Records or documents which are provided to the requesting

1 Party and which are not identified as confidential may be made
2 available to the public without further notice to the originating
3 Party.

4 23.3 The Parties will not assert one of the above exemp-
5 tions, including any available under the Freedom of Information
6 Act or Arizona Public Records Act, even if available, if no
7 governmental interest would be jeopardized by access or release
8 as determined solely by that Party.

9 23.4 Subject to section 120(j)(2) of CERCLA, 42 U.S.C. §
10 9620(j)(2), any documents required to be provided by Section 7
11 (Consultation), and analytical data showing test results will al-
12 ways be releasable and no exemption shall be asserted by any
13 Party.

14 23.5 This Section does not change any requirement regarding
15 press releases in Section 26 (Public Participation and Community
16 Relations).

17 23.6 A determination not to release a document for one of
18 the reasons specified above shall not be subject to Section 12
19 (Dispute Resolution). Any Party objecting to another Party's
20 determination may pursue the objection through the determining
21 Party's appeal procedures.

22

23 24. PRESERVATION OF RECORDS

24 24.1 Despite any document retention policy to the contrary,
25 the Parties shall preserve, during the pendency of this Agreement
26 and for a minimum of ten (10) years after its termination, all
27 records and documents contained in the Administrative Record and

any additional records and documents retained in the ordinary course of business which relate to the actions carried out pursuant to this Agreement. After this ten (10) year period, each Party shall notify the other Parties at least forty-five (45) days prior to destruction of any such documents. Upon request by any Party, the requested Party shall make available such records or copies of any such records, unless withholding is authorized and determined appropriate by law.

25. ACCESS TO FEDERAL FACILITY

25.1 Without limitations on any authority conferred on EPA, DEQ or DWR by statute or regulation, EPA, DEQ or DWR or their authorized representatives, shall be allowed to enter Williams AFB at reasonable times for purposes consistent with the provisions of the Agreement, subject to any statutory and regulatory requirements necessary to protect national security or mission essential activities. Such access shall include, but not be limited to, reviewing the progress of the Air Force in carrying out the terms of this Agreement; ascertaining that the work performed pursuant to this Agreement is in accordance with approved work plans, sampling plans and QAPPs; and conducting such tests as EPA, DEQ, DWR, or the Project Managers deem necessary.

25.2 The Air Force shall honor all reasonable requests for access by the EPA, DEQ or DWR, conditioned upon presentation of proper credentials. The Air Force Project Manager will provide

1 briefing information, coordinate access and escort to restricted
2 or controlled-access areas, arrange for base passes and coor-
3 dinate any other access requests which arise.

4 25.3 EPA, DEQ and DWR shall provide reasonable notice to
5 the Air Force Project Manager to request any necessary escorts.
6 EPA, DEQ and DWR shall not use any camera, sound recording or
7 other recording device at Williams AFB without the permission of
8 the Air Force Project Manager. The Air Force shall not un-
9 reasonably withhold such permission.

10 25.4 The access by EPA, DEQ and DWR, granted in Subsection
11 25.1 of this Section, shall be subject to those regulations
12 necessary to protect national security or mission essential ac-
13 tivities. Such regulation shall not be applied so as to un-
14 reasonably hinder EPA, DEQ or DWR from carrying out their respon-
15 sibilities and authority pursuant to this Agreement. In the
16 event that access requested by either EPA, DEQ or DWR is denied
17 by the Air Force, the Air Force shall provide an explanation
18 within 48 hours of the reason for the denial, including reference
19 to the applicable regulations, and, upon request, a copy of such
20 regulations. The Air Force shall expeditiously make alternative
21 arrangements for accommodating the requested access. The Parties
22 agree that this Agreement is subject to CERCLA section 120(j), 42
23 U.S.C. § 9620(j), regarding the issuance of Site Specific
24 Presidential Orders as may be necessary to protect national
25 security.

1 25.5 If EPA, DEQ or DWR requests access in order to observe
2 a sampling event or other work being conducted pursuant to this
3 Agreement, and access is denied or limited, the Air Force agrees
4 to reschedule or postpone such sampling or work if EPA, DEQ or
5 DWR so requests, until such mutually agreeable time when the re-
6 quested access is allowed. The Air Force shall not restrict the
7 access rights of the EPA, DEQ or DWR to any greater extent than
8 the Air Force restricts the access rights of its contractors per-
9 forming work pursuant to this Agreement.

10 25.6 All Parties with access to Williams AFB pursuant to
11 this Section shall comply with all applicable health and safety
12 plans.

13 25.7 To the extent the activities pursuant to this Agree-
14 ment must be carried out on other than Air Force's property, the
15 Air Force shall use its best efforts, including its authority un-
16 der CERCLA section 104, 42 U.S.C. § 9604, to obtain access agree-
17 ments from the owners which shall provide reasonable access for
18 the Air Force, EPA, DEQ and DWR and their representatives. The
19 Air Force may request the assistance of DEQ in obtaining such ac-
20 cess, and upon such request, DEQ will use its best efforts to ob-
21 tain the required access. In the event that the Air Force is un-
22 able to obtain such access agreements, the Air Force shall
23 promptly notify EPA, DEQ and DWR.

24 25.8 With respect to non-Air Force property on which
25 monitoring wells, pumping wells, or other response actions are to
26 be located, the Air Force shall use its best efforts to ensure
27 that any access agreements shall provide for the continued right

1 of entry for all Parties for the performance of such remedial ac-
2 tivities. In addition, any access agreement shall provide that
3 no conveyance of title, easement, or other interest in the
4 property shall be consummated without the continued right of
5 entry.

6 25.9 Nothing in this Section shall be construed to limit
7 EPA's, DEQ's and DWR's full right of access as provided in sec-
8 tion 104(e) of CERCLA, 42 U.S.C. § 9604(e), and Arizona Revised
9 Statutes section 49-287, paragraphs J and K, except as that right
10 may be limited by section 120(j)(2) of CERCLA, 42 U.S.C. §
11 9620(j)(2), Executive Order 12580, or other applicable national
12 security regulations or federal law.

13
14 26. PUBLIC PARTICIPATION AND COMMUNITY RELATIONS

15 26.1 The Parties agree that any proposed removal actions
16 and remedial action alternative(s) and plan(s) for remedial ac-
17 tion at the Site arising out of this Agreement shall comply with
18 the administrative record and public participation requirements
19 of CERCLA sections 113(k) and 117, 42 U.S.C. §§ 9613(k) and 9617,
20 relevant community relations provisions in the NCP, EPA
21 guidances, and, to the extent they may apply, State statutes and
22 regulations. The State agrees to inform the Air Force of all
23 State requirements which it believes pertain to public participa-
24 tion. The provisions of this Section shall be carried out in a
25 manner consistent with, and shall fulfill the intent of, Section
26 17 (Statutory Compliance - RCRA/CERCLA Integration).

1 26.2 The Air Force shall develop and implement a community
2 relations plan (CRP) addressing the environmental activities and
3 elements of work undertaken by the Air Force.

4 26.3 The Air Force shall establish and maintain an ad-
5 ministrative record at a place, at or near the federal facility,
6 which is freely accessible to the public, which record shall
7 provide the documentation supporting the selection of each
8 response action. The administrative record shall be established
9 and maintained in accordance with relevant provisions in CERCLA,
10 the NCP, and EPA guidances. A copy of each document placed in
11 the administrative record, not already provided, will be provided
12 by the Air Force to the other Parties. The administrative record
13 developed by the Air Force shall be updated and new documents
14 supplied to the other Parties on at least a quarterly basis. An
15 index of documents in the administrative record will accompany
16 each update of the administrative record.

17 26.4 Except in case of an emergency, any Party issuing a
18 press release with reference to any of the work required by this
19 Agreement shall advise the other Parties of such press release
20 and the contents thereof, at least forty-eight (48) hours prior
21 to issuance.

22

23 27. FIVE YEAR REVIEW

24 27.1 Consistent with section 121(c) of CERCLA, 42 U.S.C. §
25 9621(c), and in accordance with this Agreement, if the selected
26 remedial action results in any hazardous substances, pollutants
27 or contaminants remaining at the Site, the Parties shall review

1 the remedial action program at least every five (5) years after
2 the initiation of the final remedial action to assure that human
3 health and the environment are being protected by the remedial
4 action being implemented.

5 27.2 If, upon such review, any of the Parties proposes ad-
6 ditional work or modification of work, such proposal shall be
7 handled under Subsection 7.10 of this Agreement.

8 27.3 To synchronize the five-year reviews for all operable
9 units and final remedial actions, the following procedure will be
10 used: Review of operable units will be conducted every five
11 years counting from the initiation of the first operable unit,
12 until initiation of the final remedial action for the Site. At
13 that time a separate review for all operable units shall be con-
14 ducted. Review of the final remedial action (including all
15 operable units) shall be conducted every five years thereafter.

16

17 28. TRANSFER OF REAL PROPERTY

18 28.1 No change in the ownership of the Williams AFB Air
19 Force Base shall in any way alter the responsibilities of the
20 Parties under this Agreement. The Air Force shall not transfer
21 any real property comprising the federal facility except in com-
22 pliance with section 120(h) of CERCLA, 42 U.S.C. § 9620(h).
23 Prior to any transfer of any portion of the real property com-
24 prising the federal facility which includes an area within which
25 any release of hazardous substance has come to be located, or any
26 property which is necessary for proceeding with the remedial ac-
27 tion, the Air Force shall give written notice of that condition

1 to the recipient of the real property; and at least thirty (30)
2 days prior to any such transfer, the Air Force shall notify all
3 Parties of the transfer of any real property subject to this
4 Agreement and the provisions made for any additional remedial ac-
5 tions, if required.

6 28.2 Until six (6) months following the effective date of
7 the final regulations implementing CERCLA section 120(h)(2), 42
8 U.S.C. § 9620(h)(2), the Air Force agrees to comply with the most
9 recent version of the regulations as proposed and all other sub-
10 stantive and procedural provisions of CERCLA section 120(h), 42
11 U.S.C. § 9620(h), and Subsection 28.1 of this Section.

12
13 29. AMENDMENT OR MODIFICATION OF AGREEMENT

14 29.1 This Agreement can be amended or modified solely upon
15 written consent of all Parties. Such amendments or modifications
16 may be proposed by any Party and shall be effective the third
17 business day following the day the last Party to sign the amend-
18 ment or modification sends its notification of signing to the
19 other Parties. The Parties may agree to a different effective
20 date.

21
22 30. TERMINATION OF THE AGREEMENT

23 30.1 At the completion of the Remedial Action, the Air
24 Force shall prepare a Project Close Out Report that certifies
25 that all requirements of this Agreement have been completed. The
26 provisions of this Agreement shall be deemed satisfied and ter-
27 minated upon receipt by the Air Force of written notice from EPA,

1 with concurrence of DEQ and DWR, that the Air Force has
2 demonstrated that all the terms of this Agreement have been com-
3 pleted. If EPA denies or otherwise fails to grant a termination
4 notice within ninety (90) days of receiving a written Air Force
5 request for such notice, EPA shall provide a written statement of
6 the basis for its denial and describe the Air Force actions
7 which, in the view of EPA, would be a satisfactory basis for
8 granting a notice of completion. Such denial shall be subject to
9 dispute resolution.

10 30.2 This provision shall not affect the requirements for
11 periodic review at maximum five (5) year intervals of the
12 efficacy of the remedial actions.

13
14 31. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

15 31.1 In consideration for the Air Force's compliance with
16 this Agreement, and based on the information known to the Parties
17 or reasonably available on the effective date of this Agreement,
18 EPA, the Air Force, DEQ and DWR agree that compliance with this
19 Agreement shall stand in lieu of any administrative, legal, and
20 equitable remedies against the Air Force available to them
21 regarding the releases or threatened releases of hazardous sub-
22 stances including hazardous wastes, pollutants or contaminants at
23 the Site which are the subject of any RI/FS conducted pursuant to
24 this Agreement and which have been or will be adequately ad-
25 dressed by the remedial actions provided for under this Agree-
26 ment.

1 31.2 Notwithstanding this Section, or any other Section of
2 this Agreement, DEQ and DWR shall retain any statutory right they
3 may have to obtain judicial review of any final decision of the
4 EPA on selection of remedial action pursuant to any authority DEQ
5 and DWR may have under CERCLA, including sections 121(e)(2),
6 121(f), 310 and 113, 42 U.S.C. §§ 9621(e)(2), 9621(f), 9659 and
7 9613.

8
9 32. OTHER CLAIMS

10 32.1 Nothing in this Agreement shall constitute or be con-
11 strued as a bar or release from any claim, cause of action or
12 demand in law or equity by or against any person, firm, partner-
13 ship or corporation not a signatory to this Agreement for any
14 liability it may have arising out of or relating in any way to
15 the generation, storage, treatment, handling, transportation,
16 release, or disposal of any hazardous substances, hazardous
17 waste, pollutants, or contaminants found at, taken to, or taken
18 from the federal facility. Unless specifically agreed to in
19 writing by the Parties, EPA, DEQ and DWR shall not be held as a
20 party to any contract entered into by the Air Force to implement
21 the requirements of this Agreement.

22 32.2 This agreement shall not restrict EPA, DEQ or DWR from
23 taking any legal or response action for any matter not part of
24 the subject matter of this Agreement.

1 33. RECOVERY OF EPA EXPENSES

2 33.1 The Parties agree to amend this Agreement at a later
3 date in accordance with any subsequent national resolution of the
4 issue of cost reimbursement. Pending such resolution, EPA
5 reserves any rights it may have with respect to cost reimburse-
6 ment.

7
8
9 34. STATE SUPPORT SERVICES

10 34.1 The Air Force agrees to request funding and reimburse
11 the State, subject to the conditions and limitations set forth in
12 this Section, and subject to Section 15 (Funding), for all
13 reasonable costs it incurs in providing services in direct sup-
14 port of the Air Force's environmental restoration activities pur-
15 suant to this Agreement at the Site.

16 34.2 Reimbursable expenses shall consist only of actual ex-
17 penditures required to be made and actually made by the State in
18 providing the following assistance to Williams AFB:

19 (a) Timely technical review and substantive comment on
20 reports or studies which the Air Force prepares in support of its
21 response actions and submits to the State;

22 (b) Identification and explanation of unique State re-
23 quirements applicable to military installations in performing
24 response actions, especially State applicable or relevant and ap-
25 propriate requirements (ARARs);

26

27

1 (c) Field visits to ensure investigations and cleanup
2 activities are implemented in accordance with appropriate State
3 requirements, or in accordance with agreed upon conditions be-
4 tween the State and the Air Force that are established in the
5 framework of this Agreement;

6 (d) Support and assistance to the Air Force in the
7 conduct of public participation activities in accordance with
8 federal and State requirements for public involvement;

9 (e) Participation in the review and comment functions
10 of Air Force Technical Review Committees; and

11 (f) Other services specified in this Agreement.

12 34.3 Within ninety (90) days after the end of each quarter
13 of the federal fiscal year, the State shall submit to the Air
14 Force an accounting of all State costs actually incurred during
15 that quarter in providing direct support services under this Sec-
16 tion. Such accounting shall be accompanied by cost summaries and
17 be supported by documentation which meets federal auditing re-
18 quirements. The summaries will set forth employee-hours and
19 other expenses by major type of support service. All costs sub-
20 mitted must be for work directly related to implementation of
21 this Agreement and not inconsistent with either the National Con-
22 tingency Plan (NCP) or the requirements described in OMB Cir-
23 culars A-87 (Cost Principles for State and Local Governments) and
24 A-128 (Audits for State and Local Cooperative Agreements with
25 State and Local Governments) and Standard Forms 424 and 270. The
26 Air Force has the right to audit cost reports used by the State
27 to develop the cost summaries. Before the beginning of each fis-

1 cal year, the State shall supply a budget estimate of what it
2 plans to do in the next year in the same level of detail as the
3 billing documents.

4 34.4 Within ninety (90) days of receipt of the accounting
5 provided pursuant to Subsection 34.3 above, the Air Force shall
6 reimburse the State in the amount set forth in the accounting,
7 except for any portion of the accounting in dispute pursuant to
8 Subsections 34.5 or 34.6.

9 34.5 In the event the Air Force contends that any of the
10 costs set forth in the accounting provided pursuant to Subsection
11 34.3 above are not properly payable, the matter shall be resolved
12 through a bilateral dispute resolution process set forth at Sub-
13 section 34.9 below.

14 34.6 (a) The Air Force shall not be responsible for reim-
15 bursing the State for any costs actually incurred in the im-
16 plementation of this Agreement in excess of one percent (1%) of
17 the Air Force total lifetime project costs incurred through con-
18 struction of the remedial action(s). This total reimbursement
19 limit is currently estimated to be a sum of \$ 202,100 over the
20 life of the Agreement. Circumstances could arise whereby fluc-
21 tuations in the Air Force estimates or actual final costs through
22 the construction of the final remedial action creates a situation
23 where the State receives reimbursement in excess of one percent
24 of these costs. Under these circumstances, the State remains en-
25 titled to payment for services rendered prior to the completion
26 of a new estimate if the services are within the ceiling ap-
27 plicable under the previous estimate.

1 (b) Funding of support services must be constrained so
2 as to avoid unnecessary diversion of the limited Defense Environ-
3 mental Restoration Account funds available for the overall
4 cleanup, and

5 (c) Support services should not be disproportionate to
6 overall project costs and budget.

7 34.7 Either the Air Force or the State may request, on the
8 basis of significant upward or downward revisions in the Air
9 Force's estimate of its total lifetime costs through construction
10 used in Subsection 34.6 above, a renegotiation of the cap. Fail-
11 ing an agreement, either the Air Force or the State may initiate
12 dispute resolution in accordance with Subsection 34.9 below.

13 34.8 The State agrees to seek reimbursement for its ex-
14 penses solely through the mechanisms established in this Section,
15 and reimbursement provided under this Section shall be in settle-
16 ment of any claims for State response costs relative to the Air
17 Force's environmental restoration activities at the Site.

18 34.9 Section 12 (Dispute Resolution) notwithstanding, this
19 Subsection shall govern any dispute between the Air Force and the
20 State regarding the application of this Section or any matter
21 controlled by this Section including, but not limited to, al-
22 lowability of expenses and limits on reimbursement. While it is
23 the intent of the Air Force and the State that these procedures
24 shall govern resolution of disputes concerning State reimburse-
25 ment, informal dispute resolution is encouraged.

26

27

1 (a) The Air Force and State Project Managers shall be
2 the initial points of contact for coordination of dispute resolu-
3 tion under this Subsection.

4 (b) If the Air Force and State Project Managers are
5 unable to resolve a dispute, the matter shall be referred to the
6 Deputy Chief of Staff for Engineering and Services, HQ/ATC or his
7 designated representative and the Section Manager, Emergency and
8 Remedial Projects Section, DEQ and the Chief, Water Quality Divi-
9 sion, DWR, as soon as practicable, but in any event within five
10 (5) working days after the dispute is elevated by the Project
11 Managers.

12 (c) If the Deputy Chief of Staff for Engineering Serv-
13 ices, HQ ATC and the Section Manager, Emergency and Remedial
14 Projects Section, DEQ and the Chief, Water Quality Division, DWR,
15 are unable to resolve the dispute within ten (10) working days,
16 the matter shall be elevated to the DEQ Assistant Director, Of-
17 fice of Waste Programs, and the Deputy Director, Office of En-
18 gineering, DWR and the Deputy Assistant Secretary of the Air
19 Force for Environment, Safety, and Occupational Health.

20 (d) In the event the DEQ Assistant Director, Office of
21 Waste Programs, and the Deputy Director, Office of Engineering,
22 DWR and the Deputy Assistant Secretary of the Air Force are un-
23 able to resolve a dispute, the State retains any legal and equi-
24 table remedies it may have to recover its expenses. In addition,
25 the State may withdraw from this Agreement by giving sixty (60)
26 days notice to the other Parties.

1 34.10 Nothing herein shall be construed to limit the
2 ability of the Air Force to contract with the State for technical
3 services that could otherwise be provided by a private contractor
4 including, but not limited to:

5 (a) Identification, investigation, and cleanup of any
6 contamination beyond the boundaries of Williams AFB;

7 (b) Laboratory analysis; or

8 (c) Data collection for field studies.

9 34.11 Nothing in this Agreement shall be construed to con-
10 stitute a waiver of any claims by the State for any expenses in-
11 curred prior to the effective date of this Agreement.

12 34.12 The Air Force and the State agree that the terms and
13 conditions of this Section shall become null and void when the
14 State enters into a Defense/State Memorandum of Agreement (DSMOA)
15 with the Department of Defense (DOD) which addresses State reim-
16 bursement.

17
18 35. STATE PARTICIPATION CONTINGENCY

19 35.1 If either or both of the the State agencies fail to
20 sign this Agreement within thirty (30) days of notification of
21 the signature by both EPA and the Air Force, this Agreement will
22 be interpreted as if the non-signing agency(ies) were not a Party
23 and any reference to such agency(ies) in this Agreement will have
24 no effect. In addition, all other provisions of this Agreement
25 notwithstanding, if either or both of the State agencies does not
26 sign this Agreement within the said thirty (30) days, the Air
27 Force shall only have to comply with any State of Arizona re-

1 requirements, conditions, or standards, including those specifi-
2 cally listed in this Agreement, which the Air Force would other-
3 wise have to comply with absent this Agreement.

4 35.2 In the event that DEQ or DWR does not sign this Agree-
5 ment:

6 (a) The Air Force agrees to transmit all primary and
7 secondary documents to DEQ and DWR at the same time such docu-
8 ments are transmitted to EPA; and

9 (b) EPA intends to consult with the State with respect
10 to the above documents and during implementation of this Agree-
11 ment.

12
13 36. EFFECTIVE DATE AND PUBLIC COMMENT

14 36.1 This Agreement is effective upon signature by all
15 parties. In the event either or both of DEQ and DWR fail to sign
16 this Agreement in the time period set forth in Section 35 of this
17 Agreement (STATE PARTICIPATION CONTINGENCY), then "effective
18 date" shall mean thirty (30) days from the date the non-signing
19 agency or agencies receives notice that both EPA and the Air
20 Force have signed the Agreement.

21 36.2 The provisions of this Section shall be carried out in
22 a manner consistent with, and shall fulfill the intent of Section
23 17 (Statutory Compliance - RCRA/CERCLA Integration).

24 36.3 Within fifteen (15) days after EPA, as the last sig-
25 natory, executes this Agreement, the Air Force shall announce the
26 availability of this Agreement to the public for a minimum
27 forty-five (45) day period of review and comment, but ending no

1 earlier than the date on which comments from EPA and the State
2 are due, under Section 8, on proposed deadlines. Publication
3 shall include publication in at least two major local newspapers
4 of general circulation.

5 36.4 Promptly upon the completion of the comment period, the
6 Air Force shall transmit to the other Parties copies of all com-
7 ments received within the comment period. The Parties shall
8 review all comments and, within thirty (30) days after the close
9 of the comment period, the Air Force shall prepare a written
10 response to the public comments, for review and concurrence of
11 the other Parties. Within sixty (60) days after the close of the
12 comment period, the Parties shall determine that either:

13 (a) the Agreement shall remain effective in its present
14 form; or

15 (b) the Parties will seek to modify the Agreement pur-
16 suant to Section 29 (Amendment or Modification of Agreement), in
17 response to the comments received. Absent or pending an amendment
18 of the Agreement pursuant to Section 29, the Agreement will
19 remain effective in its form as originally executed.

20 36.5 Any response action underway upon the effective date
21 of this Agreement shall be subject to oversight by the Parties.
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1 37. APPENDICES AND ATTACHMENTS

2 37.1 Appendix A to this Agreement shall be an integral and
3 enforceable part of the Agreement. It shall include a listing of
4 the most current versions of:

5 (a) All final primary and secondary documents which
6 will be created in accordance with Section 7 (Consultation);

7 (b) All primary documents submitted before the effec-
8 tive date of the Agreement;

9 (c) All deadlines previously established;

10 (d) All deadlines which will be established in accor-
11 dance with Section 8 (Deadlines) and which may be extended in ac-
12 cordance with Section 9 (Extensions); and

13 (e) Operable units identified at the Site as of the
14 effective date of the Agreement.

15 37.2 Attachments shall be for information only and shall
16 not be enforceable parts of this Agreement. The information in
17 these attachments is provided to support the initial review and
18 comment upon this Agreement, and they are only intended to
19 reflect the conditions known at the signing of this Agreement.
20 None of the facts related therein shall be considered admissions
21 by, nor are they legally binding upon, any Party with respect to
22 any claims unrelated to, or persons not a Party to, this Agree-
23 ment. They shall include:

24 (a) Statement of Facts;

25 (b) Site map of Williams AFB

26 (c) Chemicals of concern;

27

1 (d) Description of selected primary and secondary
2 documents.

3 (e) RI/FS workplan outline; and

4 (f) Removal actions proposed by the Air Force.
5

6 38. COUNTERPARTS

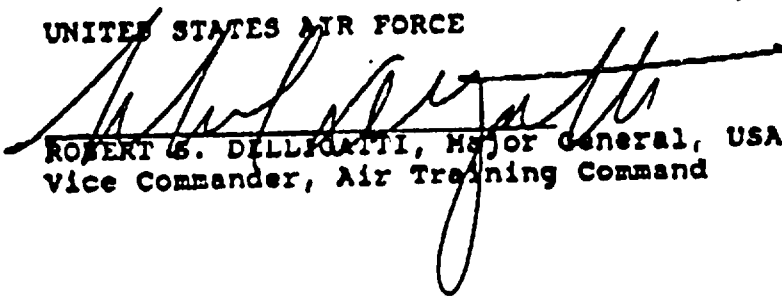
7 38.1 This Federal Facility Agreement may be executed and
8 delivered in any number of counterparts, each of which when ex-
9 ecuted and delivered shall be deemed to be an original, but such
10 counterparts shall together constitute one and the same document.
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COUNTERPART SIGNATURE PAGE

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

UNITED STATES AIR FORCE

14 Sep 90
DATE


ROBERT G. DILLIGATTI, Major General, USAF
Vice Commander, Air Training Command

COUNTERPART SIGNATURE PAGE

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

Williams AFB

19 Sep 90
DATE



KURT B. ANDERSON, Colonel, USAF
Commander, 82 Flying Training Wing

COUNTERPART SIGNATURE PAGE

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

7.21.90
DATE



DANIEL W. MCGOVERN
Regional Administrator
U.S. Environmental Protection Agency
Region IX

COUNTERPART SIGNATURE PAGE

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

STATE OF ARIZONA
DEPARTMENT OF ENVIRONMENTAL QUALITY

9-17-90
DATE


RANDOLPH WOOD, Director
Arizona Department of Environmental
Quality

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COUNTERPART SIGNATURE PAGE

Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

9/19/90
DATE

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES



N. W. PLUMMER, Director
Arizona Department of Water Resources